UNOFFICIAL COPY

INSTRUMENT PREPARED BY:

Mark E. Wilson KERNS, PITROF, FROST & PEARLMAN, L.L.C. Three First National Plaza 70 West Madison Street Suite 5350 Chicago, Illinois 60602

PLEASE MAIL TO: Certified Grocers Midwest, Inc. One Certified Drive Hodgkins, Illinois 60525



Doc#: 0513219030 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 05/12/2005 11:24 AM Pg: 1 of 5

Calassignment of Leases and Rents

Know all men by these presents, that the undersigned, 5800 South Pulaski, LLC, an Illinois limited liability company (hereinafter called "Assignor"), the owner of the premises commonly known as 5506 38 South Pulaski Road, Chicago, Illinois and legally described in Exhibit A attached nore to, along with West Lawn Foods, Inc., an Illinois corporation and tenant of such property do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, absolutely and unconditionally transfer, sell, assign and set over unto Certified Grocers Midwest, Inc., whose principal place of business is at One Certified Drive, Hodgkins, Illinois 60525 (hereinafter the "Assignee"), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated as of Marcl ____, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and office collateral, any and all leases now in effect or that become in effect in the future, and the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use of occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its

0513219030 Page: 2 of 5

UNOFFICIAL COPY

discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

- 1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the enforcement of this Agreement.
- 2. Reasonable expenses incident to the management and operation of said premises, including atorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
- 3. Taxes and assessments levied against said premises.
- 4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.
- 5. Any remaining rents, issues or profits shall be paid to Assignor.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

0513219030 Page: 3 of 5

UNOFFICIAL COPY

This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

C
C

0513219030 Page: 4 of 5

UNOFFICIAL COPY

State of Illinois)	
County of Cook) ss.	
County of Cook)	
The undersig	gned, a Notary Public in	and for said County, in the State aforesaid,
do hereby certify	that on this day pers	onally appeared before me, MARTIN S.
EDWARDS, person		the same person whose name is subscribed to
the foregoing i		onally known to me to be the outh Pulaski, LLC, an Illinois limited liability
company, and acknowledge	owledged that he signed	, sealed and delivered the said instrument as
his free and volunta	ary act and deed, and as	the free and voluntary act of said company,
	poses therein set forth.	
Date: 3/29/05	7	- 10.10
*	"OFFICIAL SEAL" JACKLINI SHA	July 18
}	Notary Public, State of Illinois	Notary Public
} .	My Commission Expires (3/22/2008	l & /
	0/	Commission expires: $3/2 \Rightarrow 08$
C C C C C C C C C C C C C C C C C C C	,	
State of Illinois)	
G , CO 1) ss.	0,
County of Cook)	OUNTY OF
The undersi	oned a Notary Public in	and for said County, in the State aforesaid
do hereby certify t	that on this day nerson	ally appeared before me, James Dremonas
nersonally known to	o me to be the same ners	on whose name is subscribed to the foregoing
instrument and ners	sonally known to me to 1	be the President and Secretary of West Lawr
TITO MITTELL MINE POIL	·	, , , , , , , , , , , , , , , , , , ,

Foods, Inc., an Illinois corporation, and acknowledged that he agned sealed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Date: 379-06

OFFICIAL SEAL

Commission expires:

0513219030 Page: 5 of 5

UNOFFICIAL COPY

EXHIBIT A

Legal Description:

PARCEL 1:

LOTS 1 TO 10 INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 1 TO 10 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 15) AND THE NORTH HALF OF VACATED WEST 58TH PLACE LYING SOUTH OF AND ADJOINING LOT 10 IN BLOCK 1 IN ROBINSON AND GOODS' SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ½ COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 5 BOTH INCLUSIVE AND THE SOUTH HALF OF VACATED WEST 58TH PLACE LYING NORTH OF AND ADJOINING LOT 1 IN BLOCK 2 IN JOHN M. MCGEARY'S DELUXE SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 2 AND 4 IN ROBINSON AND GOOD S' SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ½ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5806-38 SOUTH PULASKI RD., CHICAGO, ILLINOIS

Office

P.I.N.(S): 19-15-228-101-0000 & 19-15-230-078-0000